IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN

JAIPUR BENCH, JAIPUR

ORDER

1. S.B. Civil Writ Petition No.9590/2005
(M/s. Ram Sukh Chunni Lal Vs. State of Raj. & Ors.)

2. S.B. Civil Writ Petition No.9577/2005
(M/s. Bhoja Ram & Sons Vs. State of Raj. & Ors.)

3. S.B. Civil Writ Petition No.9535/2005
(M/s. Bhanwarlal Hanuman Sahai Vs. State of Raj. & Ors.)

4. S.B. Civil Writ Petition No.9616/2005
(M/s. Kundanmal Mukundmal Vs. State of Raj. & Ors.)

5. S.B. Civil Writ Petition No.9673/2005
(M/s. Ganeshlal Ghanshyam Das Vs. State of Raj. & Ors.)

6. S.B. Civil Writ Petition No.9671/2005
(M/s. Ghewar Chand Vinod Kumar Vs. State of Raj. & Ors.)

7. S.B. Civil Writ Petition No.9612/2005
(M/s. G.G. Tambi & Co. Vs. State of Raj. & Ors.)

8. S.B. Civil Writ Petition No.9496/2005
(M/s. Santosh Kumar Ramesh Kumar Vs. State of Raj. & Ors.)

9. S.B. Civil Writ Petition No.9545/2005
(M/s. Jugal Kishore Shyam Lal Vs. State of Raj. & Ors.)

10. S.B. Civil Writ Petition No.9611/2005
(M/s. Nirmal Kumar Sushil Kumar Vs. State of Raj. & Ors.)

11. S.B. Civil Writ Petition No.9670/2005
(M/s. Ghasilal Rambabu Vs. State of Raj. & Ors.)

12. S.B. Civil Writ Petition No.9654/2005
(M/s. Ghanshyam Corporation Vs. State of Raj. & Ors.)

13. S.B. Civil Writ Petition No.9706/2005
(M/s. Ramavtar Rajkumar Vs. State of Raj. & Ors.)

14. S.B. Civil Writ Petition No.9504/2005
(M/s. Madan Lal Om Prakash Vs. State of Raj. & Ors.)

15. S.B. Civil Writ Petition No.9541/2005
(M/s. Pooranmal Prahlad Rai Vs. State of Raj. & Ors.)

16. S.B. Civil Writ Petition No.9543/2005
(M/s. Gulab Chand Shankarlal Vs. State of Raj. & Ors.)

Date:23/08/2006

HON'BLE Mr. JUSTICE ASHOK PARIHAR

Mr. B.L. Gupta, for Petitioners.

Mr. Virendra Lodha }
Mr. Inderjeet Singh }
Mrs. Saroj Choudhary }
Mr. H.V. Nandwana, Dy.GA }, for respondents.

BY THE COURT:

Since on similar set of facts same relief has been claimed, all the above writ petitions have been heard together and are being decided by this common order.

There is no dispute that the petitioners were doing their business at Chandpole Grain Market controlled by the Krishi Upaj Mandi Samiti, Jaipur. On shifting of the Grain Market from Chandpole to the newly constructed Grain Market at Surajpole, the grain merchants doing their business at Chandpole Grain Market were alloted shops in Surajpole Grain Market. Applications were duly invited and subsequently, allotment letters had also been issued to the petitioners in the month of June, 1992. As per the agreement between the parties, advance rent as stipulated in the agreement, had also been deposited by the petitioners. However, the petitioners alleged that the business could not be started at Surajpole Grain Market because construction of shops was not completed till 1995 and further, even the possession had not been given to them. Subsequently, notices had been issued to the petitioners in the year 1997 to deposit the entire dues and start their business at Surajpole Grain Market within the stipulated time, failing which, their allotment shall stand canceled. As per the notice so issued since compliance was not made, the allotment of shops at Surajpole Grain Market stood canceled. The petitioners were also debarred from any future allotment.

It appears that on representation been made by the petitioners and other similarly situated persons, originally doing their business at Chandpole Grain Market, the matter was reconsidered by the State Government and necessary directions were issued to the Mandi Samiti to include the names of such persons also whose allotment had been canceled in the year 1997, for allotment of shop in the newly constructed Grain Market at Kukarkhera. The allotment was to be made as per the conditions laid down by the State Government. As per the policy decision so taken, petitioners were again issued allotment letters in January, 2005 for shops in Kukarkhera Grain Market. Though the lease amount as per fresh lease agreement/allotment letter had been deposited by the petitioners, however, further notices have been issued to the petitioners for depositing the entire earlier dues as per the agreement entered at the time of original allotment letter issued in the year 1992. The amount to be deposited had also been mentioned in the notices, which are under challenge in the present writ petitions.

Learned counsel for the petitioners submitted that the petitioners could never start their business at Surajpole Grain Market because of inaction of the authorities in completing the shops and handing over possession to them. Since the allotment made to the petitioners at Surajpole Grain Market had already been canceled in the year 1997, the respondents now cannot claim previous dues with interest. Learned counsel for the respondents, on the other hand, submitted that as per policy decision of the State Government, the petitioners had been allotted land at Kukarkhera Grain Market as a special case with the conditions laid down by the State Government.

After hearing learned counsel for the parties, I have carefully gone through the material on record.

The terms and conditions of the original lease agreement signed in the year 1992 have not been disputed so far. Having signed the agreement and accepted the same, the petitioners now cannot be allowed to challenge the rate of interest as mentioned in the original lease agreement after more than 14 years. Further, it was only as a special case that the State Government has directed the Krishi Upaj Mandi Samiti to allot the shops at Kukarkhera Grain Market with the conditions so laid down. The petitioners also having accepted the allotment letters and deposited the amount, as mentioned therein, cannot now challenge one of the conditions for depositing all dues. If the petitioners were so aggrieved, they could have again made a fresh representation to the State Government for further concession in respect of all previous dues or interest part. No interference, as such, is called for by this court under writ jurisdiction in such matters, moreso, when special concession/benefit of fresh allotment has been given on the representation of the petitioners.

Having considered entire facts and circumstances, though no interference is called for by this court, however, in the interest of justice, if the petitioners deposit the amount so claimed by the respondents in the impugned notices within 30 days from today, the respondents may not cancel the allotment already made to the petitioners at Kukarkhera Grain Market.

With the above observations and liberty, the writ petitions are disposed of accordingly.

(Ashok Parihar) J.